



**Department of Commerce**  
Innovation is in our nature.

# **Administrative Requirements**

FOR

# **Consolidated Homeless Grant**

Funded through the  
Housing Assistance Unit  
Community Services and Housing Division  
Department of Commerce  
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## 1. Overview

The Consolidated Homeless Grant (CHG) combines state homeless resources into a single grant opportunity to county governments (and other designated entities) under the administration of the Washington State Department of Commerce (Commerce). The CHG is designed to support an integrated system of housing assistance to prevent homelessness and quickly re-house households who are unsheltered. This grant provides resources to address the needs of people who are homeless or at-risk of homelessness, as described in Local Homeless Plans.

### **Fund Sources:**

Washington State Home Security Fund, Affordable Housing for All Fund, Transitional Housing Operating and Rent Account, Homeless Housing Program authorized by RCW 43.185C.

### **Grant Activities:**

CHG funds support a variety of activities, including: operations of emergency shelter and transitional housing units, rental assistance, data collection and reporting. Refer to the *Guidelines for a Consolidated Homeless Grant* for details on providing services to people who are homeless.

## 2. Purpose

The purpose of the Administrative Requirements is to:

- ✓ Establish the administrative and system requirements for Lead Grantees and Sub Grantees
- ✓ Provide standards for such items as Sub Grantee Agreements, Coordinated Entry, and Reports
- ✓ Serve as a reference to local administrators on topics to include (but not be limited to) requirements for local homeless plan, Sub Grantee monitoring, and data directives.

This document is incorporated into Commerce's CHG and may be modified at any time during the grant period.

## 3. Eligible Lead Grantees

The following entities are eligible to be a CHG Lead Grantee:

- ✓ County government
- ✓ City government (refer to RCW 43.185C.080)
- ✓ Council of Governments

- ✓ Housing Authority
- ✓ Community Action Agency
- ✓ Regional Support Network (under 71.24 RCW)
- ✓ Nonprofit community or neighborhood-based organization
- ✓ Federally recognized Indian tribe in the state of Washington
- ✓ Regional or statewide nonprofit housing assistance organizations that execute programs to end homelessness within a defined service area

If a city is the Lead Grantee, it must complete the following:

- ✓ A city asserting responsibility for housing homeless persons within its borders (per RCW 43.185C.080) will forward a resolution to the legislative authority of the county stating its intention to operate a separate homeless housing program. A copy of the resolution must be filed with Commerce.
- ✓ Integration of the city's homeless plan with the county's plan so that intervention strategies and actions are coordinated and agreed upon by the respective local authorities. A joint agreement pursuant to the Inter-local Cooperation Act is required, identifying the respective homeless responsibilities (including the point-in-time count and HMIS), funding priorities, and processes for receiving homeless funding from Commerce. The agreement is subject to each jurisdiction's formal approval process. A copy of the joint-agreement must be filed with Commerce.

If a Lead Grantee is applying on behalf of another county or a group of counties to deliver services on a regional basis, they must complete the following:

- ✓ A resolution of the county or group of counties agreeing to a regional approach. The resolution must be filed with Commerce with the CHG Application and will remain in effect until rescinded by the county or group of counties.
- ✓ A regional homeless plan developed to ensure that intervention strategies and actions are coordinated, easily understood by clients and homeless providers, and agreed upon by the respective local authorities. Regional plans and any updates must be filed with Commerce.

### **Community Planning Process**

If a local government entity chooses to opt out of the grant opportunity, Commerce will send the CHG Application to the 2010 Emergency Shelter and Transitional Housing Lead Agencies and request that they hold a community planning process to select one CHG Lead Grantee in their service area.

In **Appendix A**, you will find several steps to incorporate into a Community Planning Process to select a Lead Grantee, and to consider when making allocation decisions for a sub grant funding and activities.

### **Monitoring of Lead Grantee by Commerce**

Commerce will monitor Lead Grantees CHG grant activities. Lead Grantees will be given a minimum of 30 days notice unless there are special circumstances that require immediate attention. Specific details of what will be reviewed and what materials the Lead Grantee will be required to submit will be outlined in the 30 day notice.

## **4. Sub Grantee Selection and Monitoring**

### **Sub Grantee Selection**

Lead Grantees applying for CHG funds may enter into an agreement with any other local government, Council of Governments, Housing Authority, Community Action Agency, Regional Support Network (under 71.24 RCW), nonprofit community or neighborhood-based organization, federally recognized Indian tribe in the state of Washington, or regional or statewide nonprofit housing assistance organizations who execute programs to end homelessness within a defined service area. These entities shall be known as Sub Grantees.

All Sub Grantee agreements must be time limited and pass on all obligations and requirements mandated by Commerce, have defined roles and responsibilities for each party covered by the agreement, detailed budgets and performance terms. The CHG *General Terms & Conditions* identify minimum sub contracting requirements. (Commerce reserves the right to directly contact Sub Grantees at any time for data quality, monitoring, fiscal and other issues.)

Lead Grantees must have sub grantee policies and/or procedures that at a minimum address the following:

- ✓ Sub grantee solicitation and selection (must be submitted with CHG Application)
- ✓ Contract development (amendments)
- ✓ Reimbursement (due dates, frequency, HMIS reports, documentation required)
- ✓ Monitoring (notice, type, frequency, report format and content, consequences)
- ✓ Termination (notice)

Suggestions for determining a sub grantee's qualifications:

- ✓ Applicant has experience operating rental assistance programs or shelter programs for homeless or at risk populations.
- ✓ Applicant is in good standing with all of its grantors, funders.

- ✓ Applicant has experience as a subcontractor.
- ✓ Applicant has experience contracting with the state Department of Commerce.
- ✓ Applicant has had no audit findings or exceptions during the last 5 years.
- ✓ Applicant has no pending litigation.
- ✓ Applicant uses HMIS for data management.
- ✓ Applicant has the capacity to operate the program on a cost-reimbursement basis.
- ✓ Applicant is willing to contract with a local government agency.
- ✓ Applicant is able to comply with the insurance requirements of the contract.
- ✓ Applicant has developed working partnerships with their local homeless service providers.
- ✓ Applicant has the capacity to successfully deliver the services required by the lead grantee.
- ✓ Applicant has the capacity to provide appropriate case management.
- ✓ Applicant has had experience with measuring and documenting reductions in homelessness.
- ✓ Applicant has stability in its senior managements, accounting, key staff and board membership as evidenced by infrequent turnover in staff and either infrequent or prescribed (term limits) turnover in board membership.
- ✓ Applicant demonstrates good financial practices.
- ✓ Applicant has been in business for at least 5 years.
- ✓ Applicant is part of the local continuum, local ten year planning process, local homeless network, etc.

### **Sub Grantee Monitoring**

- ✓ The Lead Grantee shall conduct a risk assessment of Sub Grantees at a minimum of once every two years. Based on an initial risk assessment the Lead Grantee must submit a Sub Grantee monitoring plan and schedule to Commerce by December 31, 2012.
- ✓ Monitoring of Sub Grantees may consist of on-site or remote techniques and can be individualized based on results of the risk assessment or the number of Sub Grantees within the defined service area according to the Lead Grantee's monitoring policies and/or procedures. Commerce reserves the right to require Lead Grantees to undertake special reviews when an audit or other emerging issue demands prompt intervention and/or investigation.

If the Lead Grantee passes through CHG funds to a Sub Grantee to administer the grant, the Lead Grantee must still monitor the Sub Grantee. The Lead Grantee must have a written agreement with the Sub Grantee that addresses the roles and responsibilities of monitoring.

## **5. Billing Procedures and Financial Records**

Lead Grantees must bill Commerce on a monthly or quarterly basis for reimbursement of allowable costs including incentive funds, using a *Commerce Voucher Distribution Form*. Exceptions to the single billing per month (or quarterly) can be made by Commerce on a case-by-case basis. Invoices are due on the 20<sup>th</sup> of month/month's quarter following the provision of services. (Final invoices for a biennium may be due sooner than the 20<sup>th</sup> for the final report month.) If the Lead Grantee fails to file an invoice within a three-month period, without a reasonable explanation, Commerce will suspend payments, notify the Lead Grantee and take follow-up action that may include terminating the grant agreement.

Invoices will require a report(s) generated by HMIS for CHG client data with each submission. Ideally the HMIS report(s) will be submitted with the invoice voucher and detail worksheet but this is not required. There is no specific deadline for the submission of the report(s), however invoice vouchers will not be paid until the report(s) are received and verified.

## **Back-up Documentation**

Commerce may require a Lead Grantee to submit detailed information on charges per the grant budget categories (*Rent Assistance, Facility Support, Program Operations, Data Collection & Evaluation and Administration*) or may require source documentation. Commerce may also request backup information that documents use of Incentive Funding. Lead Grantees must retain on file the original invoice submitted by their Sub Grantee. Lead Grantees should have a clear contractual expectation with their Sub Grantee about what additional documentation is required for reimbursement.

## **Budget Revisions**

The approved CHG budget will be identified in the Grant agreement. Budget revisions may be made as necessary as long as caps on budget categories are maintained.

Budget revisions shifting funds (in one or cumulative transfers) of 10 percent or less of the grant total across budget categories (for example *Rent Assistance to Facility Support*) do not require a contract amendment. A CHG Budget Revision Form must be submitted to Commerce for approval prior to charging against the revision.

Once revisions (in one or cumulative transfers) reach more than 10 percent of the grant total, a contract amendment between Commerce and the Lead Grantee is required. To request an amendment, the Lead Grantee must submit a CHG Budget Revision Form to Commerce. If the budget revision is approved, Commerce will prepare an amended Grant Face Sheet that must be signed by both the Lead Grantee and Commerce before charges against the revision may occur.



## 6. Local Share

Lead Grantees must demonstrate a dollar for dollar share for every base funding dollar granted by Commerce.

Local share must be in cash, not in-kind. Local share may be from local homeless document recording fees or the cash equivalent of Housing Choice Vouchers dedicated to CHG eligible activities, any other homeless activity authorized by statute including permanent supportive housing. Commerce will accept local share regardless of whether they have been used to leverage federal funds or not. Lead Grantees may set aside local share for a future use; however, an expenditure plan must be submitted to Commerce for approval. Local share incurred prior to June 1, 2011, may also be eligible on a case by case basis. Counties in which local homeless fees are less than the amount of the CHG grant are exempt from this requirement. Lead Grantees may also request a waiver if local resources are limited or if it interferes with the matching requirements of another funding source.

Any non-local funds dedicated only to homeless programs (such as Shelter Plus Care, the Washington Families Fund, or VASH vouchers) cannot be used for local share.

Permanent supportive housing is defined as housing for a person or family whose head of household is homeless, or at-risk of homelessness, and has multiple barriers to employment and housing stability, which might include mental illness, chemical dependency, and/or other disabling or chronic health conditions.

Local share funding awards (or estimates) should be reported for the two-year period in which CHG funds are allocated.

## 7. Coordinated Entry

Each Lead Grantee must have (and coordinate with Sub Grantees) a uniform method of client intake which may be customized for families or single adults, etc. There must at the very least be a common tool at intake that consistently screens for eligibility and need for housing and services (including type and intensity).

A Lead Grantee may phase-in their Coordinated Entry; however, all Lead and Sub Grantees must have a system in place by December 31, 2014.

Commerce is working to develop a more comprehensive Coordinated Entry policy for CHG Lead and Sub Grantees. As we increase our knowledge on this best practice, we will provide supporting documents and training. See **Appendix B** for more details.

## **8. Performance Goals and Incentive Funding**

Commerce is committed to ending homelessness in Washington State. The Homelessness Housing and Assistance Act (RCW 43.185C) passed in 2005 requires Counties to develop a ten year plan to reduce homelessness by 50 percent by 2015. The federal Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act (S 896) passed in 2009 establishes performance goals for local communities including reducing homelessness overall, reducing terms of homelessness, and reducing the rate of returns to homelessness. Therefore, the following performance goals exist for the recipients of the CHG:

### **Homelessness and Housing Assistance Goals**

- ✓ Reduce the number of homeless persons
- ✓ Reduce the amount of time persons are homeless
- ✓ Increase the number of people moving to permanent housing after receiving homeless assistance
- ✓ Reduce the number of people who recede back into homelessness after obtaining permanent housing

**Incentive funding** (see draft CHG Terms and Conditions – Attachment A, Scope of Work):

The CHG incorporates performance based contracting elements through an incentive funding.

CHG incentive funding can be earned in one of two ways:

#### **1. Permanent Supportive Housing Incentive**

Funds for this incentive are awarded based on local homeless fee and Section 8 funds that are budgeted for permanent supportive housing through the CHG Housing Inventory Chart/Budget. Incentive funding will be available for communities that budget between 10 percent and 25 percent of their overall homeless housing assistance budget on permanent supportive housing.

To receive maximum bonus points for permanent supportive housing, two conditions must be met:

- ✓ The housing provided must be permanent (CHG Application Housing Inventory Chart – Column R – Maximum Length of Time Subsidized Housing is Provided – the drop down option “Permanent – housing subsidy does not end” must be chosen).
- ✓ Comprehensive services for the disabled must be provided or available (CHG Application Housing Inventory Chart – Column Q - Level of Service – the drop down option “required comprehensive for disabled” or “optional comprehensive for disabled” must be chosen).

Commerce staff will review the CHG Application Housing Inventory Chart and Budget form to confirm eligibility for this incentive prior to grant execution. Request for incentive payment must be made on the Commerce CHG invoice voucher. A household served through this incentive may also qualify under #2 below.

## **2. Housing Persons Exiting from Systems of Care Incentive**

A one-time payment of \$200 per client will be paid to the grantee for each client enrolled into a housing program after exiting a system of care. Incentive-qualifying clients will be determined from client-level data recorded under "Residence Prior to Program Entry" in the HMIS (elements 3.9.4-7 and 3.9.15).

An additional one-time payment of \$400 will be made to the grantee for the same client(s) above that have enrolled in a housing program and within 90 days are either:

- a) Enrolled in any housing program where the client doesn't have to vacate the unit after the subsidy ends,  
or
- b) Have exited to any permanent destinations as recorded in the client-level HMIS data (elements 4.1.3, 4.10.10-11, 4.10.19-23).

Request for incentive payment must be made on the Commerce CHG invoice voucher and Commerce staff will verify eligibility for payment through HMIS reporting.

## **9. Reporting**

### **Agency Partner HMIS Agreement**

All CHG grantees and sub grantees must use HMIS for data collection and reporting purposes. Data must be collected in accordance with the Agency Partner HMIS Agreement (see D).

### **Daily, Monthly, Quarterly and Annual Reports to Stakeholders**

Commerce will generate reports from the state data warehouse for reporting to all external stakeholders on the achievement of the performance goals stated in section 8. Commerce will use the most updated federal HMIS Data Standards for all reports. Additional reporting needs in regards to fiscal management, monitoring activities, and other unforeseen report requests will be negotiated with Lead Grantees on an ongoing basis as needed and are expected to be minimal.

### **Data Quality Reports**

Commerce will use the invoice process to ensure timely, accurate, and quality data is being entered into the state data warehouse (for specific required data for Lead/ Sub Grantees, please see **Appendix C** "Data Collection Directives"). Reimbursements to Lead Grantees will not be paid until data is accurate, timely and of high quality.

### **Data Sharing with DSHS**

On a quarterly basis, identified data is shared with Research and Data Analysis at DSHS for further data analysis and reporting regarding cross-systems performance measures. Quarterly reports on cross-system analysis are posted on the Commerce website at [commerce.wa.gov](http://commerce.wa.gov). Lead Grantees can expect an annual county level report via the data sharing agreement Commerce holds with DSHS.

### **Point-in-Time Counts**

Counties are required to conduct a point-in-time count of homeless persons are required under [RCW 43.185C.030](#). Counts must be carried out in compliance with the [Commerce Count Guidelines](#). Commerce can provide some technical assistance as needed. Counties can delegate the organization and execution of the count to other entities, but are ultimately responsible for conducting the count and fulfilling the related Commerce reporting requirements.

### **Housing Inventory**

Annually counties must submit an updated inventory of housing units dedicated to homeless persons, and any units or activities funded using local homeless and affordable housing fees collected under [RCWs 36.22.178-1791](#). The inventory must also enumerate the uses of homeless and affordable housing funds for non-housing based activities such as data collection, planning, and administration. Details collected in the inventory include amounts spent during the prior calendar year from local, state, federal and private sources on each project; the number of units/beds in each project; and the special populations served. Collection of this detailed data is used to describe the use of dedicated homeless resources and allow the calculation of current capacity and costs compared to unmet needs. Units funded by state or local homeless and affordable housing fees will be required to provide information on their total budget.

If a grantee finds errors in the formulas of the Housing Inventory Chart and Budget worksheets, they should contact their CHG representative immediately. The Department of Commerce will correct any errors and notify all grantees of the change.

## **10. Local Homeless Plans**

Counties must update and approve the local homeless plan ([RCW 43.185C.050](#)) at least every five years. Adopted plans must be consistent with the [Local Plan Guidelines](#) issued by Commerce at the time the plan was adopted. Plans that are more than five years old as of July 2011 must be updated by June 2012.

## **11. Washington State Quality Award (WSQA)**

According to 43.185C.210 (5) – Beginning in 2011, each eligible organization receiving over five hundred thousand dollars during the previous calendar year from the transitional housing operating and rent program and from sources including: (a) State housing-related funding sources; (b) the affordable housing for all surcharge in RCW [36.22.178](#); (c) the home security fund surcharges in RCW [36.22.179](#) and [36.22.1791](#); and (d) any other surcharge imposed under

chapter [36.22](#) or [43.185C](#) RCW to fund homelessness programs or other housing programs, shall apply to the Washington State quality award program for an independent assessment of its quality management, accountability, and performance system, once every three years.

***Cities and counties are exempt from these requirements until 2018 unless they are receiving more than \$3.5 million annually from the sources cited above.***

For more information about WSQA visit their website at [www.wsqa.net](http://www.wsqa.net).

## **12. Required CHG Policies and Procedures**

In order to ensure that households assisted with CHG funds are served fairly and consistently, Lead and Sub Grantees must have written policies and/or procedures for the following topics. Commerce will review these as part of grant monitoring.

- ✓ Recertification of Income Eligibility – page 4 of the CHG Guidelines
- ✓ Rent Assistance – page 6 of the CHG Guidelines
- ✓ Rent Reasonableness Determination– page 8 of the CHG Guidelines
- ✓ Rent Limit/Payment Standard – page 8 of the CHG Guidelines
- ✓ Termination of Participation and Grievance including provisions for dealing with client fraud – page 15 of the CHG Guidelines
- ✓ Applicant Denial and Grievance - page 15 of the CHG Guidelines
- ✓ Confidentiality of Client records - page 8 of the CHG Guidelines
- ✓ Sub grantee Selection and Monitoring – pages 3-5 of the Administrative Requirement
- ✓ Record retention for paper client records derived from the HMIS – See Appendix D, Agency Partner HMIS Agreement
- ✓ Policy to ensure those unable to pay are not denied housing less than 90 days (see page 11 of the CHG Guidelines)

## **Appendix A**

### **Community Planning Process Guidelines For Selecting a Consolidated Homeless Grant (CHG) Lead Grantee**

#### **Introduction**

Following are several steps to incorporate into a Community Planning Process to select a CHG Lead Grantee and to consider when making allocation decisions for sub grant funding and activities.

#### **Identify Stakeholders and Potential Service Providers**

- ✓ Stakeholders are those members of your community who will be affected, either directly or indirectly, by the outcomes of this process. Invite potential service providers who may qualify for CHG funding.
- ✓ Since service providers and community members may not be familiar with the CHG, it may be difficult to ensure their attendance at a meeting with a single invitation. It will be important to explain the importance of their involvement when extending invitations for your community planning process.
- ✓ Because the CHG requires matching funds from local document recording fees and acknowledgement of the CHG application to Commerce from the proposed Lead Grantee's local government, community planning should include local government staff and officials.

#### **Sharing Information**

- ✓ For successful community planning, it is imperative that all participants have sufficient information to make proposals or decisions about how to select a Lead Grantee and allocate funding.
- ✓ Many community stakeholders probably have a basic idea about homeless services, but may not entirely understand the specific CHG activities, funding available, grant requirements, and client eligibility.
- ✓ Provide the CHG Application, Guidelines and Administrative Requirements, Template Grant Terms and Conditions, and a link to Commerce's CHG website ([www.commerce.wa.gov/chg](http://www.commerce.wa.gov/chg)).

#### **Identify and Prioritize Needs of Individuals and Families Experiencing Homelessness in Your Community**

- ✓ Assess existing services and identify gaps relative to emergency shelter, rent assistance, prevention, rapid re-housing and transitional housing activities. Reference your local 10-Year Plan.

### **Determine Allocation Criteria and Identify Which Eligible Entity/Entities Can Provide Services to Meet the Identified and Prioritized Needs**

- ✓ This step should be completed *before* selecting a Lead Grantee, any potential Sub Grantee(s) and allocating awards.
- ✓ These criteria are the basis for a fair process and should be straightforward enough that any other region in the state could use them.
- ✓ At a minimum, the criteria must include how funded grantee activities will be consistent with the local 10-Year Plan. Other criteria that should be included, but not limited to:
  - Capacity to meet the identified needs (i.e. % staff FTE compared to service numbers, agency board involvement, agency financial health)
  - Capacity to successfully deliver eligible services (based on overall agency performance, spending history, data, contract compliance if COMMERCE contractor)
  - Capacity to provide appropriate case management (staff training and experience)
  - For previous providers, a review of biennium spending (under spent, spent out early)
  - For previous providers, a review of client numbers (projected to serve and actual reported data)

### **Understand the Role and Responsibilities for a Lead Grantee to Contract with Commerce**

- ✓ This is an important opportunity to talk about the relationship and expectations between the Lead Grantee and the Sub Grantees. The CHG Guidelines, Administrative Requirements, and Grant Terms and Conditions are excellent resources.

### **Determine the Process for Selecting a Lead Grantee and Subcontractors**

- ✓ Commerce advises that the process determined for selecting a Lead Grantee and Sub Grantees be unanimously agreed upon and well documented. Make sure there is agreement on the process and it is documented before decisions are made.
- ✓ For instance, while there may be a number of stakeholders present at the community meeting, will every participant be allowed to vote on the selection of a Lead Grantee and Sub Grantees? Once a Lead Grantee and Sub Grantees are selected, how will allocations be decided upon?

## Appendix B

### Permanent Supportive Housing and Disability Definitions

#### Permanent Supportive Housing

Long-term housing that provides supportive services for homeless persons with disabilities. This type of supportive housing enables special needs populations to live as independently as possible in a permanent setting. The supportive services may be provided directly by the grantee or sub grantee. The supportive services provided in connection with a project shall address the special needs of individuals (such as homeless persons with disabilities and homeless families with children) intended to be served by a project. To require or not to require resident participation is within the discretion of the grantee. Permanent housing can be provided in one structure or several structures at one site or in multiple structures at scattered sites (see the HUD SHP desk guide - [Program Component 2: Permanent Housing for Homeless Persons with Disabilities.](#))

#### Disability

Person with disabilities means a household composed of one or more persons at least one of whom is an adult who has a disability.

- ✓ A person shall be considered to have a disability if he or she has a disability that:
  - Is expected to be long-continuing or of indefinite duration;
  - Substantially impedes the individual's ability to live independently;
  - Could be improved by the provision of more suitable housing conditions; and
  - Is a physical, mental, or emotional impairment, including an impairment caused by alcohol or drug abuse, post-traumatic stress disorder, or brain injury.
- ✓ A person will also be considered to have a disability if he or she has a developmental disability, as defined in this section.
- ✓ A person will also be considered to have a disability if he or she has acquired immunodeficiency syndrome (AIDS) or any conditions arising from the etiologic agent for 86 acquired immunodeficiency syndrome, including infection with the human immunodeficiency virus (HIV).
- ✓ Notwithstanding the preceding provisions of this definition, the term person with disabilities includes, except in the case of the SRO component, two or more persons with disabilities living together, one or more such persons living with another person who is determined to be important to their care or well-being, and the surviving member or members of any household described in the first sentence of this definition who were living, in a unit assisted under this part, with the deceased member of the household at the time of his or her death. (In any event, with respect to the surviving member or members of a household, the right to rental assistance under this part will terminate at the end of the grant period under which the deceased member was a participant.)



**Developmental Disability** [as defined in section 102 of the Developmental Disabilities Assistance and Bill of Rights Act of 2000 (42 U.S.C. 15002)]

- ✓ A severe, chronic disability of an individual that—
  - Is attributable to a mental or physical impairment or combination of mental and physical impairments;
  - Is manifested before the individual attains age 22;
  - Is likely to continue indefinitely;
  - Results in substantial functional limitations in three or more of the following areas of major life activity (self-care; receptive and expressive language; learning; mobility; self-direction; capacity for independent living; economic self-sufficiency); and
  - Reflects the individual's need for a combination and sequence of special, interdisciplinary, or generic services, individualized supports, or other forms of assistance that 83 are of lifelong or extended duration and are individually planned and coordinated.
- ✓ An individual from birth to age 9, inclusive, who has a substantial developmental delay or specific congenital or acquired condition, may be considered to have a developmental disability without meeting three or more of the criteria described in paragraphs (1)(i) through (v) of the definition of “developmental disability” in this section if the individual, without services and supports, has a high probability of meeting those criteria later in life.

(See **Homeless Emergency Assistance and Rapid Transition to Housing: Defining “Homeless” – Final Rule.**)

## **Appendix C**

### **Coordinated Intake**

#### **What problem(s) are we trying to solve?**

- ✓ Multiple (and independent) points of entry into the system that makes finding housing difficult and increases time homeless
- ✓ Lack of coordination and communication (silos) among local agencies
- ✓ Unfair, inefficient or ineffective distribution of scarce resources

#### **Why do we care if communities are implementing coordinated intake systems?**

- ✓ We care about the homeless person or person at risk of homelessness getting the best service possible and ending or preventing their homelessness as soon as possible
- ✓ We care about getting the right intervention, at the right level of intensity, to the right client
- ✓ We care that clients are not getting turned away for being “hard to serve”
- ✓ We care about communities continually improving their methods of reducing and ending homelessness – we care about results

#### **What’s the best way to do it?**

- ✓ Identify all stakeholders and include them in discussions
- ✓ Establish the shared vision of the ideal coordinated intake system
- ✓ Assess the existing system(s) that perform intake of clients
- ✓ Identify the gaps that exist between the existing system and the shared vision
- ✓ Fill the gaps with best practices. Suggestions include (not all will be used) single real-time database of client information; data sharing agreements & participation agreements; “one-stop shopping” or “one phone call to get housed”; single assessment form; shared bed reservation system; triage; “packages” of standard care.

## Appendix D

### Data Collection Directives

#### **Client Records and Record Retention**

Lead and Sub Grantees must enter a record for every client served with CHG funds in the state homeless data warehouse (usually referred to as “HMIS”) or in a local data collection system that meets HUD/HMIS data standards. The client record may contain personally identifying data or it may not, depending on whether the client provided informed, written consent to have their identifiers stored in HMIS. As a general rule, Commerce does not want personal identifiers for any client who identifies themselves as a victim of domestic violence, sexual assault, dating violence or stalking.

Agencies must develop and adopt policies governing the retention of paper records containing personally identifying information derived from a Homeless Management Information system. The policy must define how long paper records are retained after they are no longer being actively utilized, and the process that will be used to destroy the records to prevent the release of personally identifying information. The policy must require the destruction of the paper records derived from an HMIS no longer than seven years after the last day the person was served by the organization.

#### **Funding Decisions & Data Collection**

Lead Grantees must not make funding or resource allocation decisions of CHG funds based on whether a Sub Grantee enters *personal identifiers* for victims of domestic violence, sexual assault, dating violence or stalking or other clients who have not provided informed, written consent. The intent of this guideline is to ensure that clients do not feel coerced into providing consent to share data at any time in any local jurisdiction receiving CHG funds and participating in HMIS.

Data quality is of high concern for purposes of accurate reporting out of HMIS. Commerce recommends that local jurisdictions continue to strive for increased data quality including 1) monitoring completeness of required data elements and 2) monitoring responsible use of HMIS at local agencies. Some suggestions for how to appropriately include data quality in HMIS as a part of local funding decisions include, but are not limited to:

- ✓ Completeness of required data elements:
  - Exclude clients who “refused consent” from the equation  
e.g.: Instead of  $\frac{\# \text{ NULL values}}{\text{All client records}} = \%$  use  $\frac{\# \text{ NULL values}}{\text{Clients who DIDN'T refuse consent}} = \%$
- ✓ Responsible use of HMIS at local agencies:
  - Develop a “baseline” rate of “refused consent” locally using HMIS data

- Determine each agency's rate of "refused consent" as a % deviation from the standard
- Add or subtract points for less or more deviation from the standard rate, depending on reasonableness
- Further training, technical assistance, or other guidance may be more appropriate in this situation instead of, or in addition to, penalties assessed during funding competitions

All local jurisdictions interested in including a measure of HMIS data quality as part of a local funding decision for CHG funding are required to submit a proposal to Commerce for final approval prior to being used in local applications/competitions for funding.

**Informed Consent** – According to RCW 43.185C.180, personally identifying information about homeless individuals for the Washington homeless client management information system may only be collected after having obtained informed, reasonably time limited, (i) written consent from the homeless individual to whom the information relates, or (ii) telephonic consent from the homeless individual, provided that written consent is obtained at the first time the individual is physically present at an organization with access to the Washington homeless client management information system. Safeguards consistent with federal requirements on data collection must be in place to protect homeless individuals' rights regarding their personally identifying information. Data collection under this subsection shall be done in a manner consistent with federally informed consent guidelines regarding human research which, at a minimum, require that individuals receive: (i) information about the expected duration of their participation in the Washington homeless client management information system; (ii) an explanation of whom to contact for answers to pertinent questions about the data collection and their rights regarding their personal identifying information; (iii) an explanation regarding whom to contact in the event of injury to the individual related to the Washington homeless client management information system; (iv) a description of any reasonably foreseeable risks to the homeless individual; and (v) a statement describing the extent to which confidentiality of records identifying the individual will be maintained.

### **Personal Identifiers – “Personally Identifying Data”**

Individually identifying information for or about an individual including information likely to disclose the location of a victim of domestic violence, dating violence, sexual assault, or stalking, could include:

- ✓ A first and last name;
- ✓ A home or other physical address;
- ✓ Contact information (including a postal, e-mail or Internet protocol address, or telephone or facsimile number);
- ✓ A social security number; and

- ✓ Any other information, including date of birth, racial or ethnic background, or religious affiliation that, in combination with any other non-personally identifying information, would serve to identify any individual collecting “non-identified” client records.

### **Data Entry for “Non-identified” Client Records**

- ✓ Leave the “Name” fields NULL (blank). Do not write in names *such as “Anonymous” or “Refused” as that will compromise data quality at the state level.*
- ✓ *If there are no personal identifiers* for a client record, there needs to be an “Agency Unique ID” of some sort created and stored in the system that can be used by the agency to access the record at a later time (and should not be an algorithm of elements that can lead to the client’s identification).
- ✓ Enter an approximate year of birth – subtract or add one to three years to the actual year of birth.
- ✓ Enter “Refused” for gender, race, and ethnicity when the real answers to those questions, in combination with other data, can potentially lead to identification of the client.
- ✓ Enter any additional answer to the universal, program-specific and optional data elements (from the March 2010 HMIS Data Standards) only if the answers to those questions, in combination with other data, will not lead to the identification of the client.
- ✓ Program Entry Date, Program Exit Date and Service Date are generally required unless those elements can be used in combination with other elements to identify the client. If this is the case, please enter an approximate Program Entry Date, Program Exit Date and Service Date by adding one to three months to the actual dates and keeping the “Length of Stay” (the number of days between program entry and program exit) consistent with reality. Keeping the approximate service date, if used, within the actual service date’s reporting period is also recommended.

Submitting data to the state data warehouse – If a Lead or Sub Grantee is not entering data directly into the state data warehouse, the data being entered into the local HMIS must be submitted on a quarterly basis no later than the 10<sup>th</sup> day following the end of each quarter to the state data warehouse via the HUD Standard 3.0 XML schema.

## Appendix E

### Agency Partner HMIS Agreement

The Homeless Management Information System (“HMIS”) is a client management system that maintains information regarding the characteristics and service needs of Clients for a variety of reasons, including the provision of more effective and streamlined services to Clients and the creation of information that communities can use to determine the use and effectiveness of services.

Ultimately, when used correctly and faithfully by all involved parties, the HMIS is designed to benefit multiple stakeholders, including provider agencies, persons who are homeless, funders and the community through improved knowledge about people who are homeless, their services and service needs and a more effective and efficient service delivery system.

The Homeless Housing and Assistance Act of 2005 requires the Department of Commerce to collect HMIS data in the form of a data warehouse. Each homeless service provider will submit HMIS data to Commerce.

Agency and the Department of Commerce agree as follows:

#### 1. General Understandings:

- a. In this Agreement, the following terms will have the following meanings:
  - (i) "Client" refers to a consumer of services;
  - (ii) "Partner Agency" refers generally to any Agency participating in HMIS.
  - (iii) “Agency staff” refers to both paid employees and volunteers.
  - (iv) “HMIS” refers to the HMIS system administered by Commerce.
  - (v) “Enter(ing)” or “entry” refers to the entry of any Client information into HMIS.
  - (vi) “Shar(e)(ing),” or “Information Shar(e)(ing)” refers to the sharing of information which has been entered in HMIS with another Partner Agency.
  - (vii) “The Balance of State Continuum of Care Steering Committee” or “Steering Committee” refers to a Commerce advisory body that serves in a consultative and counseling capacity to Commerce as the system administrator. The Steering Committee is comprised of representatives from the State, the Balance of State Continuum of Care regions and at large members.
  - (viii) “Identified Information” refers to Client data that can be used to identify a specific Client. Also referred to as “Confidential” data or information.
  - (ix) “De-identified Information” refers to data that has specific Client demographic information removed, allowing use of the data *without identifying* a specific Client. Also referred to as “non-identifying” information.
- b. Agency understands that when it enters information into HMIS, such information will be available to Commerce staff who may review the data to administer HMIS; to

conduct analysis in partnership with the Research and Data Analysis (RDA) division at the Department of Social and Health Services (DSHS); and to prepare reports that may be submitted to others in de-identified form *without* individual identifying Client information.

- c. Agency understands that Agency will have the ability to indicate whether information Agency entered into HMIS may be shared with and accessible to Partner Agencies in HMIS system. Agency is responsible for determining and designating in HMIS whether information may or may not be shared.

## **2. Confidentiality:**

- a. Agency will not:
  - (i) enter information into HMIS which it is not authorized to enter; and
  - (ii) will not designate information for sharing which Agency is not authorized to share, under any relevant federal, state, or local confidentiality laws, regulations or other restrictions applicable to Client information. By entering information into HMIS or designating it for sharing, Agency represents that it has the authority to enter such information or designate it for sharing.
- b. If Agency is a “covered entity” whose disclosures are restricted under HIPAA (45 CFR 160 and 164) or is subject to Federal Drug and Alcohol Confidentiality Regulations (42 CFR Part 2), a fully executed Business Associate or Business Associate/Qualified Service Organization Agreement must be attached to this agreement before information may be entered. Sharing of information will not be permitted otherwise. More information about “covered entities” can be found here: <http://www.hhs.gov/ocr/privacy/hipaa/understanding/coveredentities/index.html>.
- c. If Agency is subject to any laws or requirements which restrict Agency’s ability to either enter or authorize sharing of information, Agency will ensure that any entry it makes and all designations for sharing fully comply with all applicable laws or other restrictions.
- d. Agency shall comply with the Violence Against Women and Department of Justice Reauthorization Act of 2005 (VAWA) and Washington State RCW 43.185C.030. No Identified Information may be entered into HMIS for Clients in licensed domestic violence programs or for Clients fleeing domestic violence situations.
- e. To the extent that information entered by Agency into HMIS is or becomes subject to additional restrictions, Agency will immediately inform Commerce in writing of such restrictions.

## **3. Information Collection, Release and Sharing Consent:**

- a. **Collection of Client Identified information:** An agency shall collect client identified information only when appropriate to the purposes for which the information is obtained or when required by law. An Agency must collect client information by

lawful and fair means and, where appropriate, with the knowledge or consent of the individual.

- b. **Obtaining Client Consent:** In obtaining Client consent, each adult Client in the household must sign the ***HMIS Client Release of Information*** (or a Commerce-approved equivalent release document) to indicate consent to enter Client identified information into HMIS. If minors are present in the household, at least one adult in the household must consent minors by writing their names on the ***HMIS Client Release of Information***. If any adult member of a household does not provide written consent, identifying information may not be entered into HMIS for *anyone* in the household. An unaccompanied youth may sign the consent form for themselves.
- (i) Do not enter personally indentifying information into HMIS for clients who are in licensed domestic violence agencies or currently fleeing or in danger from a domestic violence, dating violence, sexual assault or stalking situation.
  - (ii) Telephonic consent from the individual may temporarily substitute written consent provided that written consent is obtained at the first time the individual is physically present at Agency.
  - (iii) A Client may withdraw or revoke consent for Client identified information collection by signing the ***HMIS Revocation of Consent***. If a Client revokes their consent, Agency is responsible for immediately contacting Commerce and making appropriate data modifications in HMIS to ensure that Client's personal identified information will not be shared with other Partner Agencies or visible to the Agency staff within the system.
  - (iv) This information is being gathered for the collection and maintenance of a research database and data repository. The consent is in effect until the client revokes the consent in writing.
  - (v) **No Conditioning of Services:** Agency will not condition any services upon or decline to provide any services to a Client based upon a Client's refusal to allow entry of identified information into HMIS.
  - (vi) **Re-release Prohibited:** Agency agrees not to release any Client identifying information received from HMIS to any other person or organization without written informed Client consent, or as required by law.
  - (vii) **Client Inspection/Correction:** Agency will allow a Client to inspect and obtain a copy of his/her own personal information except for information compiled in reasonable anticipation of, or for use in, a civil, criminal or administrative action or proceeding. Agency will also allow a Client to correct information that is inaccurate. Corrections may be made by way of a new entry that is in addition to but is not a replacement for an older entry.
- c. **Security:** Agency will maintain security and confidentiality of HMIS information and is responsible for the actions of its users and for their training and supervision. Among the steps Agency will take to maintain security and confidentiality are:



- d. **Access:** Agency will permit access to HMIS or information obtained from it only to authorized Agency staff who need access to HMIS for legitimate business purposes (such as to provide services to the Client, to conduct evaluation or research, to administer the program, or to comply with regulatory requirements). Agency will limit the access of such staff to only those records that are immediately relevant to their work assignments.
- e. **User Policy:** Prior to permitting any user to access HMIS, Agency will require the user to sign a ***User Policy, Responsibility Statement & Code of Ethics*** (“User Policy”), which is found on the Commerce web page ([www.commerce.wa.gov/hmiswa](http://www.commerce.wa.gov/hmiswa)) and is incorporated into this agreement and may be amended from time to time by Commerce. Agency will comply with, and enforce the User Policy and will inform Commerce immediately in writing of any breaches of the User Policy
- f. **Computers:** Security for data maintained in HMIS depends on a secure computing environment. Computer security is adapted from relevant provisions of the Department of Housing and Urban Development’s (HUD) “Homeless Management Information Systems (HMIS) Data and Technical Standards Notice” (Docket No. FR 4848-N-01; see <http://www.hud.gov/offices/cpd/homeless/hmis/standards/index.cfm>). Agencies are encouraged to directly consult that document for complete documentation of HUD’s standards relating to HMIS.

Agency agrees to allow access to HMIS only from computers which are:

- owned by Agency or approved by Agency for the purpose of accessing and working with HMIS.
- protected from viruses by commercially available virus protection software.
- protected with a software or hardware firewall.
- maintained to insure that the computer operating system running the computer used for the HMIS is kept up to date in terms of security and other operating system patches, updates, and fixes.
- accessed through web browsers with 128-bit encryption (e.g., Internet Explorer, version 6.0). Some browsers have the capacity to remember passwords, so that the user does not need to type in the password when returning to password-protected sites. This default shall **not** be used with respect to Commerce’ HMIS; the end-user is expected to physically enter the password each time he or she logs on to the system.
- staffed at all times when in public areas. When computers are not in use and staff is not present, steps should be taken to ensure that the computers and data are secure and not publicly accessible. These steps should minimally include: logging off the data entry system, physically locking the computer in a secure area, or shutting down the computer entirely.

- g. **Passwords:** Agency will permit access to HMIS only with use of a User ID and password, which the user may not share with others. Written information pertaining to user access (e.g. username and password) shall not be stored or displayed in any publicly accessible location.

Passwords shall be at least eight characters long and meet industry standard complexity requirements, including, but not limited to, the use of at least one of each of the following kinds of characters in the passwords: Upper and lower-case letters, and numbers and symbols. Passwords shall not be, or include, the username, or the HMIS name. In addition, passwords should not consist entirely of any word found in the common dictionary or any of the above spelled backwards. The use of default passwords on initial entry into the HMIS application is allowed so long as the .default password is changed on first use. Passwords and user names shall be consistent with guidelines issued from time to time by HUD and/or Commerce.

- h. **Training/Assistance:** Agency will permit access to HMIS only after the authorized user receives appropriate confidentiality training including that provided by Commerce. Agency will also conduct ongoing basic confidentiality training for all persons with access to HMIS and will train all persons who may receive information produced from HMIS on the confidentiality of such information. Agency will participate in such training as is provided from time to time by Commerce. Commerce will be reasonably available during Commerce defined weekday business hours for technical assistance (i.e. troubleshooting and report generation).
- i. **Records:** Agency and Commerce will maintain records of any disclosures of Client identifying information either of them makes of HMIS information for a period of **seven** years after such disclosure. On written request of a Client, Agency and Commerce will provide an accounting of all such disclosures within the prior **seven**-year period. Commerce will have access to an audit trail from HMIS so as to produce an accounting of disclosures made from one Agency to another by way of sharing of information from HMIS.
- j. **Retention of paper copies of personally identifying information:** Agencies must develop and adopt policies governing the retention of paper records containing personally identifying information derived from a Homeless Management Information system. The policy must define how long paper records are retained after they are no longer being actively utilized, and the process that will be used to destroy the records to prevent the release of personally identifying information. The policy must require the destruction of the paper records derived from an HMIS no longer than seven years after the last day the person was served by the organization.

#### 4. **Information Entry Standards:**

- a. Information entered into HMIS by Agency will be truthful, accurate and complete to the best of Agency's knowledge.
- b. Agency will **not** solicit from Clients or enter information about Clients into the HMIS database unless the information is required for a legitimate business purpose such as

to provide services to the Client, to conduct evaluation or research, to administer the program, or to comply with regulatory requirements.

- c. Agency will only enter information into HMIS database with respect to individuals that it serves or intends to serve, including through referral.
- d. Agency will enter all data for a particular month into HMIS database by the 5<sup>th</sup> business day of the following month. Additionally, Agency will make every attempt enter all data for a particular week by the end of that week.
- e. Agency will not alter or over-write information entered by another Agency.

## **5. Use of HMIS:**

- (i) Agency will not access identifying information for any individual for whom services are neither sought nor provided by the Agency. Agency may access identifying information of the Clients it serves and may request via writing access to statistical, non-identifying information on both the Clients it serves and Clients served by other HMIS participating agencies.
- (ii) Agency may report non-identifying information to other entities for funding or planning purposes. Such non-identifying information shall not directly identify individual Clients.
- (iii) Agency and Commerce will report only non-identifying information in response to requests for information from HMIS unless otherwise required by law.
- (iv) Agency will use HMIS database for legitimate business purposes only.
- (v) Agency will not use HMIS in violation of any federal or state law, including, but not limited to, copyright, trademark and trade secret laws, and laws prohibiting the transmission of material, which is threatening, harassing, or obscene.
- (vi) Agency will not use the HMIS database to defraud federal, state or local governments, individuals or entities, or conduct any illegal activity.

## **6. Proprietary Rights of the HMIS:**

- (i) Agency shall not give or share assigned passwords and access codes for HMIS with any other Agency, business, or individual. Each user shall request their own login and password.
- (ii) Agency shall take due diligence not to cause in any manner, or way, corruption of the HMIS database, and Agency agrees to be responsible for any damage it may cause.
- (iii) **Steering Committee:** Commerce will consult with the Steering Committee from time to time regarding issues such as revision to the form of this Agreement. Written Agency complaints that are not resolved may be forwarded to the Steering Committee, which will try to reach a voluntary resolution of the complaint.
- (iv) **Limitation of Liability and Indemnification:** No party to this Agreement shall assume any additional liability of any kind due to its execution of this agreement of

participation in the HMIS. It is the intent of the parties that each party shall remain liable, to the extent provided by law, regarding its own acts and omissions; but that no party shall assume additional liability on its own behalf or liability for the acts of any other person or entity except for the acts and omissions of their own employees, volunteers, agents or contractors through participation in HMIS. The parties specifically agree that this agreement is for the benefit of the parties only and this agreement creates no rights in any third party.

- (v) **Limitation of Liability.** Commerce shall not be held liable to any member Agency for any cessation, delay or interruption of services, nor for any malfunction of hardware, software or equipment.
- (vi) **Disclaimer of Warranties.** Commerce makes no warranties, express or implied, including the warranties or merchandise ability and fitness for a particular purpose, to any Agency or any other person or entity as to the services of the HMIS to any other matter.

#### **Additional Terms and Conditions:**

- (vii) Agency will abide by such guidelines as are promulgated by HUD and/or Commerce from time to time regarding administration of the HMIS.
- (viii) Agency and Commerce intend to abide by applicable law. Should any term of this agreement be inconsistent with applicable law, or should additional terms be required by applicable law, Agency and Commerce agree to modify the terms of this agreement so as to comply with applicable law.
- (ix) Neither Commerce nor Agency will transfer or assign any rights or obligations regarding HMIS without the written consent of either party.
- (x) Agency agrees to indemnify and hold Commerce and its agents and staffs harmless from all claims, damages, costs, and expenses, including legal fees and disbursements paid or incurred, arising from any breach of this Agreement or any of Agency's obligations under this Agreement.
- (xi) This Agreement will be in force until terminated by either party. Either party may terminate this agreement at will with 20 days written notice. Either party may terminate this agreement immediately upon a material breach of this Agreement by the other party, including but not limited to the breach of the Commerce Security Policy by Agency.
- (xii) If this Agreement is terminated, Agency will no longer have access to HMIS. Commerce and the remaining Partner Agencies will maintain their right to use all of the Client information previously entered by Agency except to the extent a restriction is imposed by Client or law.
- (xiii) Copies of Agency data will be provided to the Agency upon written request of termination of this agreement. Data will be provided on CDs or media. Unless otherwise specified in writing, copies of data will be delivered other mutually agreed upon to Agency within fourteen (14) calendar days of receipt of written requests for data copies.